

From: Litchain Corp <litchaincorp@gmail.com>
Date: December 27, 2022 at 11:50:50 AM CST
To: Alonzo Pierce <ap@iswholdings.com>
Cc: Tony Tate <tony@saltbloq.com>
Subject: Re: FINAL NOTICE TO QUIT OR REMEDY

I will address the points you made in short order.

As far as things *"in the best interest for all parties to come to a common understanding."* Our position is that it is our hope to resolve the situation, without having to replace ISW with any other tenant, and the time it takes to move your company off and move another one on. It is a time thing for us.

When you wrote "we must pay whatever services we are using directly to the company we are dealing with" you are dealing with Litchain Corp and its account, you should have established the service in your own name, Or you can have this as an all inclusive lease with utilities included.

I want to be clear, we need to amend the agreement. The material breaches and the defaulting non payments has caused us to revoke the **LITCHAIN CORP GAFFNEY SPECIAL BENEFIT LICENSE AGREEMENT**, Pursuant to Section 2. **GRANT OF SPECIAL BENEFIT LICENSE**, "...This license is revocable with or without cause or reasonableness at the will and at the sole discretion of the Licensor."

So although I have been given multiple reasons, I do not have to do that.

As far as the provisions set forth in the **LITCHAIN CORP GAFFNEY SUBLEASE AGREEMENT**, defaults can trigger any or all of the following: Additional Rent, Escalation Rent, Independent Consideration, Lease Agreement Security.

AS far as Independent Consideration, that is a direct result of the non-payment for over 12 days that has triggered an additional deposit all the way around; to which I forwarded a copy of the copy from the utility and a diagram that explains why the fee is being asked of us. That is why it is called independent consideration because we are being penalized for the power THAT IS IN OUR NAME NOT BEING PAID AS AGREED. So as much as we would love to call that pure income, it is not. It is a bill and penalty that was caused because our ability to do business with the utility was hampered and placed in jeopardy because of the non-payments.

That cannot be just swept under the rug, if we are penalized we must pass that cost on to you, along with other security deposits in the event that we need to move things on our property, which is refundable as long as there are no more defaults or material breaches. As we do not cash flow on this arrangement, we are DEFINITELY NOT GOING TO ASSUME COSTS AND PENALTIES on your behalf.

This is why we have revoked the agreements and if you are SERIOUSLY considering Option 4 which states,

*"..Seek to work towards a mutually agreed upon and executed option (to be delivered forthcoming) that satisfies and includes a minimum 10% Good Faith Deposit (\$99,576.72 USD) via Wire Transfer on or before 5pm EST December 27th, 2022, towards the Additional Rent, Escalation Rent, Independent Consideration, Lease Agreement Security, and the Special Benefit License Agreement Security. Ratifying the **LITCHAIN CORP GAFFNEY BPW SUB-LEASE AGREEMENT** by executing this **AMENDMENT I** on or before 5pm EST December 27th, 2022..."*

Allowing the remaining balance to be taken care of in January, then we need to move on to that one.

Anything short of that, we are asking you to adhere to the Notice, we are open to Bitcoin if you

cannot effectuate a wire transfer in the time allotted. Please advise as to whether you will be vacating the property or sending the 10% deposit please advise.

Sincerely,
Litchain Corp

On Tue, Dec 27, 2022 at 12:17 PM Alonzo Pierce <ap@iswholdings.com> wrote:
Dear Mr. Tate,

This last correspondence has surely taken me by surprise as I have spoken to you on a number of occasions in which we both understood it was in the best interest for all parties to come to a common understanding.

One of the first times we spoke, you requested the company would pay you and not the power company directly for it's monthly bills. That would be a direct violation and would be me neglecting my fiduciary responsibility's to my company and shareholders. As a public reporting company, we must pay whatever services we are using directly to the company we are dealing with. When we spoke on the phone on Friday, December 23 you understood that this wasn't doable to pay Litchain directly for the monthly bills. Just as in the beginning when we were told to pay the deposit schedule totaling over \$1,300,000 it was directly to the power company and not to Litchain.

Furthermore, I came to your office and sat in front of you the other week and was told that we were working something out. I mentioned to you in person in that meeting that a rent increase to \$7,000 a month from \$3,000 a month would not work and you agreed and said we would come back to a number we could both agree upon.

Now, these last emails with the options you have laid out is surely not you trying to make something work and is nowhere near financially doable for the company nor does it make any sense. Going from a couple thousand dollar rent increase to asking for nearly a million dollars for "independent consideration" is wildly uncooperative considering the power company is demanding their own deposit with a similar number.

What you are asking for is for your own good and even states in your agreement is "independent consideration, non-refundable, and does not go towards credit of our power account".

Right now the only option we can even consider would be the final option, but it would have to be under certain conditions. Legal would need to write up a whole new agreement that makes sense for both parties and that removes all of the other numbers and wild clauses that are very unclear. The funds would also have to be raised and would require time from our side.

I hope we can come to an understanding.

Regards,

A. V. Pierce

On Dec 27, 2022, at 9:54 AM, Litchain Corp <litchaincorp@gmail.com> wrote:

Alonzo,

Please see attached.

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Litchain Corp

[3415 W Lake Mary Blvd](#)
[Suite 950702](#)
[Lake Mary, FL 32795](#)

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[\(PH\) +1.407.476.6115](tel:(PH) +1.407.476.6115)

www.LitchainCorp.com

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[REDACTED]

From: Litchain Corp <litchaincorp@gmail.com>

Date: January 10, 2023 at 8:06:11 PM CST

To: Alonzo Pierce <ap@iswholdings.com>, Jonathan Metcalf
<jonathanmetcalf@mac.com>, saltbloq@gmail.com

Subject: In response to your text message...

Alonzo,

In response to the items you raised in your text message (attached copy)...

1.) Andrea had full access, until y'all let the power started getting shut off.

2.) You "not receiving notices" about anything was before speaking to me.

If they never did... that was not one me.

I got involved because y'all don't want to pay - even after this site was basically a co-signed gift.

Since you have been in contact with me, you have been notified at every turn - "good news" or "not so good news."

3.) Since the payments are not coming thru the portal, I cannot track it that is why I revoked access, Since it's my responsibility - my process.

4.) Not communication is a "no go" and unacceptable when you are wanting to stay on the site.

I keep hearing what you cannot do, but I am not hearing what you can.

So, at this point until I hear otherwise I will consider the site abandoned and will take the steps needed to preserve my relationship that has not been already affected by the nonpayment of the bills.

You have 2 choices:

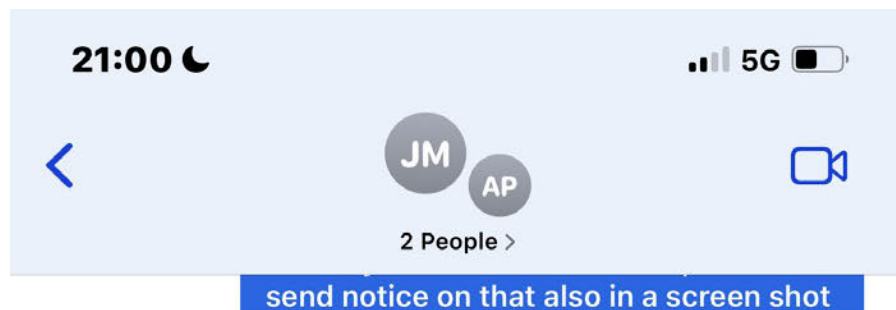
A.) Pay the deposit and bring all accounts to zero and then get our deposits in to us, I can provide hard numbers if you are still at this point not clear.

B.) If you do not have an exit plan or voluntarily leave the site for good by Tuesday.

I tried to work thru this and talk but being ghosted is not productive considering the circumstances. I don't know what you are being told but at least when I tell you something it's backed up by documentation.

Either way, we're moving forward with eviction for non compliance. But an arrangement won't be made, once it becomes part of the court proceedings it will be for the full amount.

Have a good evening.



and your voicemail box is full

Edited



**December 2022 Rent -
January 2023 Rent.pdf**

PDF Document · 413 KB

Alonzo Pierce

Doc I don't get any notices on any of this December was paid. Maybe when I send in it's all going to the same pile. Jan should have been good cause I over paid. And you keep sending defaults and I receive nothing. This is why it's becoming hard to speak on this. I've never had access to portal. You don't send anything. You locked Andrea who was the voice before. Im not trying to leave anything stranded but doc.

AP

AP

We invoiced BM today for the power

Jonathan Metcalf

JM

Can you zoom in 30

Alonzo Pierce

AP

I'm in Bible study doc.

AP

This is the very reason I'm trying

Jonathan Metcalf

JM

You have to communicate with us and we have not heard from you all day.



iMessage



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Litchain Corp

3415 W Lake Mary Blvd^[SEP]Suite 950702^[SEP]Lake Mary, FL 32795
(PH) +1.407.476.6115

EXHIBIT H

www.LitchainCorp.com